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held that the injured party may recover even though the law does not expressly give a remedy. *Monteith v. Kokomo*, 159 Ind. 149, 64 N. E. Rep. 610, 58 L. R. A. 944; *Pauley v. Steam Gauge Co.*, 131 N. Y. 90, 29 N. E. Rep. 999, 15 L. R. A. 194; *Osborne v. McMasters*, 40 Minn. 103, 41 N. W. Rep. 543, 12 Am. St. Rep. 698; *Railroad Co. v. Lambricht*, 5 Ohio Circuit Ct. Rep. 433. Other courts go still further and hold that the employee has no power to agree either expressly or by implication that the employer shall violate the statute and leave the employee remediless. *Narramore v. Cleveland C. C. & St. L. R. R.*, 96 Fed. 298, 37 C. C. A. 499, 48 L. R. A. 68; *Davis Coal Co. v. Pollard*, 158 Ind. 607, 62 N. E. Rep. 492, 92 Am. St. Rep. 319; *Green v. American Car Foundry Co.*, 71 N. E. Rep. 268; *Green v. Western American Co.*, 30 Wash. 87, 70 Pac. Rep. 310; *Greenlee v. Southern R. R. Co.*, 122 N. C. 977, 30 S. E. Rep. 115.

MUNICIPAL CORPORATION—OBSTRUCTION IN STREET.—Agents of a city placed a barricade across a public street, which the city was repairing, and allowed the obstruction to remain over night without warning to the public by danger signal or otherwise. By reason of such obstruction and the failure to display a danger signal the plaintiff was thrown from his horse and injured. *Held*, that the city was not liable. *Collier v. Ft. Smith* (1904), — Ark. —, 84 S. W. Rep. 480.

This decision is sustained by the courts of several states, which hold that the duty of a municipal corporation to keep its streets in repair and free from obstructions is of a governmental and public nature and that, in the absence of express statute, the corporation is not liable to an individual who suffers injury by reason of a negligent act or omission as to such duty. *Arnold v. San Jose*, 81 Cal. 618; *Hewison v. New Haven*, 37 Conn. 475; *Mitchell v. Rockland*, 52 Me. 118; *Detroit v. Blackely*, 21 Mich. 84; *Baxter v. Winooski Turnpike Co.*, 22 Vt. 114. The weight of authority, however, is, that by voluntarily accepting a special charter or by organizing under a general law, such charter or law giving the municipal corporation power to control the streets, the corporation impliedly contracts with the state to faithfully perform all the duties connected therewith; and that this contract enures to the benefit of every individual who is interested in its performance. WILLIAMS ON MUNICIPAL LIABILITY FOR TORT, § 71; DILLON, MUNICIPAL CORPORATIONS (4th Ed.), § 1018; *Barnes v. District of Columbia*, 91 U. S. 540; *King v. The City of Cleveland* (c. c.), 28 Fed. Rep. 835; *The City of Aurora v. Rockabrand*, 149 Ill. 399; *Senhenn v. The City of Evansville*, 140 Ind. 675; *Stafford v. The City Oskaloosa*, 64 Ia. 251; *West Kentucky Tel. Co. et al. v. Pharis*, 78 S. W. Rep. 917; *Pettengill v. The City of Yonkers*, 116 N. Y. 558; *Van Vranken v. The Village of Clifton Springs*, 86 Hun. 67; *Arthur v. The City of Charleston*, 51 W. Va. 132; *Weightman v. The Corporation of Washington*, 1 Black, 39.

PARENT AND CHILD—PARENT'S OBLIGATION TO SUPPORT CHILD—CONTRACT—DURESS.—A decree granting divorce allowed the divorced wife two thousand dollars and the custody of the only child. Shortly after obtaining